

MORLEY STANWOOD COMMUNITY SCHOOLS

Morley, Michigan

MASTER CONTRACT FOR TEACHERS

2023-2026

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ARTICLE 1 RECOGNITION CLAUSE

Pursuant to the Michigan Public Employment Relations Act (“PERA”), MCL 423.201 *et seq.*, as amended, the Morley Stanwood Community Schools (the “District”) Board of Education (the “Board”) recognizes the Morley Stanwood Education Association (the “Association”) as the exclusive bargaining agent for employees of the Board (as the “employees”) in the bargaining unit as defined as:

All full-time and regular part-time certified teachers including counselors, and school social workers, but excluding the superintendent, assistant superintendent, principals, assistant principals, school administrators, substitutes, and all others.

ARTICLE 2 BOARD RIGHTS

- A. In order to carry out its responsibility for the development and operation of educational programs providing the best possible educational opportunity for the District consistent with community resources, the Board retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in the Board by the laws and Constitution of the State of Michigan, and/or the United States, including, but without limiting the generality of the foregoing, the right to:
1. Manage and control the school’s business, property, facilities, and equipment.
 2. Direct the working forces, including the right to hire, promote, suspend, discharge, or otherwise discipline employees, assign employees, determine the size of the work force, lay off employees, determine the number of personnel and scheduling of all the foregoing, and the right to establish, modify or change any work or business or school hours or days.
 3. Determine the services, supplies, and equipment necessary to continue its operations and programs and to determine the methods of distribution, dissemination, and/or selling its services, the means, methods, schedules and standards of operating, the means, methods, and processes of carrying on the work including automation or contracting thereof, or changes therein, and to institute new and/or improved methods or changes therein.
 4. Determine the number and location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, programs, services, divisions, or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings, or other facilities.
 5. Adopt reasonable rules and regulations.

6. Determine the qualifications and conditions for continued employment, dismissal, demotion, discipline, promotion, assignment, or other personnel actions regarding all employees of the Board.
 7. Establish policies governing the selection or training of employees, provided that such selection shall be based upon lawful criteria.
 8. Establish course of instruction and in-service training programs for employees and to require attendance at any workshop, conference, etc. by employees including special programs.
 9. Adopt rules and regulations not in conflict with the terms of this Agreement concerning the discipline of employees and said rules and regulations are not subject to the grievance procedure.
 10. Determine reasonable provisions for health, safety, and first aid of employees during hours of employment.
- B. The exercise of the foregoing powers, rights, duties, and responsibilities by the Board and the adoption of policies, rules, regulations, and practices in furtherance thereof, shall be the exclusive prerogative of the Board, except as otherwise limited by express provision of the Agreement. The Board in this Agreement does not seek in any way to deny or restrict any employee's rights established under the Revised School Code, MCL 380.1 *et seq.*, as amended, or any other national, state, county, district or local laws or regulations as they pertain to education.

ARTICLE 3 EMPLOYEE RIGHTS

- A. The Association and its members shall have the right to use school buildings and facilities during reasonable hours for meetings provided administrative approval is obtained at least 48 hours in advance of the meeting. The Association and its members shall have the right to use District computers, Internet access, and e-mail for educationally related activities and/or Association business provided such use does not interfere with educational functions and further provided that such use is in compliance with applicable Board policy. The Association shall pay for the reasonable costs of all materials and supplies incident to such use.
- B. A teacher may send a student to the principal for misconduct in the classroom. In such instances, the teacher will supply the principal with details concerning the matter. The Association and Board agree that it is imperative that both parties work collaboratively regarding these matters. Exclusion from a class may be recommended by a teacher, but not imposed without approval by the Superintendent.

ARTICLE 4 CALENDAR

- A. The school calendars for the duration of this Contract are shown in Appendix D. The Board reserves its right to establish the calendar to the extent provided in PERA.
- B. The Board and the Association accept the perpetual calendar guidelines shown in Appendix D which are provided by agreement between representatives of the Association and administration of the Mecosta-Osceola Intermediate School District (MOISD) unless these guidelines create undue hardship for the District. In such cases, changes must be mutually acceptable to both the Association and the Board.
- C. The Board shall not be required to keep schools open in the event of severe inclement weather or when otherwise prevented from doing so. As school is closed for the safety of transporting students, when schools are closed, unless professional development has been scheduled for employees to participate in, bargaining unit members shall not be required to report for work. Bargaining unit members will be paid for scheduled days and hours of instruction when school is closed but shall receive no additional compensation for days and hours of instruction made up in accordance with the Michigan State School Aid Act. If make up days and hours are required, they shall be added to the end of the school calendar for that year, unless the Board and Association mutually agree to a different method of rescheduling the cancelled days/hours.

ARTICLE 5 CLASS LOAD

The following guidelines shall be followed to maintain an appropriate pupil-teacher ratio:

- A. No more than twenty-eight (28) students shall be assigned to a kindergarten classroom, twenty-four (24) students assigned to a combination classroom, twenty-one (21) students assigned to a primary (junior first) grade classroom, nor more than thirty (30) students in any first through twelfth grade regular classroom.
- B. If the class size limitation specified in Section A of this Article are exceeded, teachers of self-contained classrooms (students are present with the same teacher all day) shall be reimbursed at the rate of \$10.00 per day (\$5.00 per half day) for each student over the maximum. Teachers of departmentalized courses shall receive \$3.00 per class period per day for each student over the maximum. Special education teachers in inclusive classrooms are not eligible for overload pay.
- C. If overload conditions exist, class sizes may not exceed the following:

1. Up to twenty-six (26) students may be scheduled into first through sixth grade combination classrooms, twenty-two (22) in the primary classroom, and thirty-two (32) in first through twelfth grade regular classrooms.
 - (a) With teacher and administration approval in grades 9-12 can go to (33)
 2. Up to thirty-four (34) students in grades seven through twelve may be scheduled into a regular classroom during the time that a special education teacher is assigned to assist special education students in the regular education classroom.
 - (b) With teacher and administration approval in grades 9-12 can go to (35)
 3. In specialty classes such as physical education, band, vocal music, computers, art, shop, small engine repair, technology labs, and so forth, the class size limitations in Section A of this Article shall be waived. In such classes, the class size limitation shall be increased or decreased as determined by the facilities available and conditions conducive to a safe and appropriate learning environment.
- D. Overload rates as described in Sections B and C would be paid for those days when the actual enrollment of the class as shown by the office roster exceeds the specified limit. Overload pay will not be provided for days upon which class is not held or canceled for any reason. Daily attendance shall not be used to calculate overload pay.
- E. Teachers who voluntarily combine classes or groups of students for the purpose of team teaching, providing large group instruction, or other instructional activities shall have administrative approval and shall not be eligible for overload compensation as described in this Article, unless the teacher(s) regular class size otherwise qualified him/her for such compensation.
- F. It is the responsibility of the teacher(s) to report all overloads to their building principal on each pay date. The building principal shall be responsible for approving all requests for compensation in accordance with the terms of this Article prior to payment. Payment for overloads shall be made on regular pay periods. Failure to report overloads on this basis may result in forfeiture of the teacher(s) eligibility for overload payments.
- G. If the administration is unable to comply with the provisions of this Article due to circumstances beyond the District's control, a committee with representation from the Association and administration will meet within five (5) school days to determine a mutually agreeable course of action. If necessary, this committee shall make recommendation(s) to the Superintendent and the Board. This recommendation shall be considered at the next regularly scheduled Board meeting.

ARTICLE 6 TEACHING ASSIGNMENTS

- A. Recommended changes in the number of class periods in the middle school and high school schedules shall be determined by a committee and representatives from the Association and administration. Any changes to the number of classes offered daily in the middle or high school shall be determined by a committee with representatives from the Association and administration and shall be subject to final approval by the Board. It is understood that a departmentalized approach will not be used for core academic courses in grades five and six, but teaming to provide instruction in these content areas (math, science, language arts, and social sciences) is allowed.
- B. Teachers shall receive unassigned time (prep time) as provided by recess periods, specialty classes, enrichment classes, or unassigned periods.
- C. Teachers may elect, with administrative approval, to teach in lieu of their conference hours or teach a zero-hour class and receive a percentage of their salary based on the number of class periods in the day.
- D. Each teacher shall be assigned a thirty (30) minute duty free lunch period.
- E. Counselor--The schedule for extra workdays beyond the Agreement shall be determined on a yearly basis between the administration and the Association. Counselors will receive 100% of their pay for each day worked. They will be allowed a maximum of ten (10) extra workdays with the building principal's approval. If additional days are needed, written approval from the Superintendent shall be required.
- F. A Direct Credit Class shall meet according to college contact hour requirements starting or ending during a normal school day. The days of the week in which the Direct Credit Class is not in session shall be used by the teacher as their "office hours" for the Direct Credit Class. "Office hours" are defined as hours for coursework planning and will be available with an open classroom to help those students of the Direct Credit Class. The teacher of a Direct Credit Class shall be required to teach no more than four (4) additional periods with the fifth (5th) period assigned as the teacher's conference. A teacher directed to teach a Direct Credit Class shall receive a stipend of \$1,000 per Direct Credit Class. If the Direct Credit Class is scheduled as a "zero hour" class or taught in the teacher's conference hour, then the teacher shall be paid in accordance with Article 6 Section C of this Agreement.

ARTICLE 7 CONFERENCE DAYS PROFESSIONAL OBSERVATION DAYS COACHING CLINICS

- A. The Board recognizes that educational conferences are needed for optimum educational advantage. Teachers will be permitted two (2) conference days each year not to be deducted from sick leave. A conference leave form shall be used in requesting leave. Conference leave is subject to the approval of the building principal. (PD request will be written stating the reason for the selection, the aims and objectives of the PD, and how it will be integrated within the teacher's instructional delivery/teaching and learning. Must be shared with staff or team within 60 days. Employee will inform the building principal of the date and time of presentation. If the administration requests a teacher to attend a conference, it will not count against their regular conference days.)
- B. Teachers, including those with less than three years of employment with the Board, are eligible for one professional observation day every three years. If a teacher elects to use a professional observation day, he/she would not be eligible to use another such day until three years (3) from the date the professional observation day was used. A professional observation day will be granted upon written request from the teacher stating the school to be attended, the reason for the selection of the school, and the aims and objectives of the visit. It is anticipated that planning for such a visit will be made in cooperation with the building principal and will result in some positive feedback to the system.
- C. The Board will pay for approved conferences. Mileage will also be granted within the State of Michigan and will be paid at the rate allowed by the IRS. When available, the District vehicle will be taken. If the District vehicle is not available, and when more than one (1) person is going (i.e., Spring Reading Conference) mileage will be paid for only one (1) vehicle, not to each person. If an employee chooses not to use a District vehicle when available, mileage will not be paid.
- D. Each coach will be permitted to attend one (1) clinic per sport for one (1) school day not deductible from sick leave. An allowance for cost, up to \$95, will be reimbursed for a registration fee. When available, the District vehicle will be taken. If the District vehicle is not available, and when more than one (1) person is going mileage will be paid for only one (1) vehicle, not to each person. If an employee chooses not to use a District vehicle when available mileage will not be paid. Mileage will also be granted at the IRS rate within the State of Michigan.
- E. For on staff coaches, when available, the District vehicle will be taken. When more than one (1) person is going mileage will be paid for only one (1) vehicle, not to each person. If an employee chooses not to use a District vehicle when available mileage will not be paid. Mileage will also be granted at the IRS rate within the State of Michigan.

ARTICLE 8 CURRICULUM PLANNING

The Board desires that teachers take part in the selection of curriculum materials and urges teachers to work in committees with building principals, not only in the selection of, but in the development of a curriculum guide. The Board desires to provide up-to-date textbooks in adequate supply within its budget limitations and within reason so that an orderly revision or change of textbooks takes place. Recommendations to change textbooks are to be submitted to the Board through the building principal. Principals are designated to conduct an ongoing curriculum study for grades K-12. During the summer recess the Board will pay registration plus a \$100 per full day / \$50 per half day stipend for school improvement workshops provided funding is available.

- A. To be eligible for reimbursement under this section, the teacher must complete a Conference Leave Request Form and have it approved by the administration in advance of the conference or workshop.

ARTICLE 9 DISCIPLINE OF STUDENTS

- A. A teacher may send a student to the principal for misconduct in the classroom. In such instances, the teacher will supply the principal with details concerning the matter. The Association and Board agree that it is imperative that both parties work collaboratively regarding these matters. Exclusion from a class may be recommended by a teacher, but not imposed without approval by the Superintendent.

ARTICLE 10 PROFESSIONAL COMPENSATION

- A. Salaries for employees are provided in Appendix A. Salaries for non-tenure extracurricular positions held by employees are provided in Appendix B and C of this Agreement.
- B. Salaries shown in Appendix A are based upon a normal teaching load, as defined in Articles 6 and 7 for the entire school year as shown in Appendix D. For the purpose of calculating salaries for teachers teaching less than a full school year, payment per day shall be defined as the teacher's base annual salary, excluding any extra duty compensation, divided by the number of workdays in the contract calendar for that school year. Work performed for the District outside the calendar year(s) as shown in Appendix D may not be paid at the teacher's daily rate, but shall be paid at a rate agreed upon by the Board and the Association. It is understood that salaries shown in Appendix A represent full payment for the contracted days and hours as provided by this Agreement. The impact of any changes in the number of hours or days worked as a result of legislative mandate shall be subject to further negotiations between the Board and the Association.

- C. Teachers who elect to give up planning time and or conference period to cover class, supervise lunch, Saturday school, after school detention or elementary teachers who lose their planning time due to cancellation of specialty classes by the administration shall be paid at the rate specified in this section or may elect to receive comp-time. An unlimited number of comp hours may be earned during the school year; however, a maximum of 18 hours (three (3) days) comp time may be accrued per school year. All comp time earned after 18 hours shall be paid out. In cases where the maximum number of comp-time is attained, the involved teacher shall be compensated at the rate given in this section. All reimbursement made to MSEA members will be dispensed by the District within, but not later than, 30 days of the receipt of the written request for reimbursement via Comp Time Monthly Log sheet.
- a. The accrued comp time may be carried over to the following year, but the maximum number of cumulative comp days shall be 18 hours (three (3) days). Comp-time rolled forward to the next school year maybe done so in the form of sick days or comp-time.
 - b. Limited to the 2022-2023 school year. 5 days may be rolled forward to the 2023-2024 school year and 3 days may be earned
 - c. Note: starting in 2024-2025: if 3 days are rolled forward from the previous year (23-24), then all days earned in 24-25 will be paid out as the staff member has already attained their 3-day max.
 - d. Neither personal days nor comp-time may be taken the day prior to or the day immediately following Spring Break.
 - e. During the 23-24 school year: Neither personal days nor comp-time may be taken the day prior to or the day immediately following Christmas or Spring Break.
1. Administration: When staff are asked to cover lunch or a class on their preparation hour, the administrator will inform the staff member of the amount of comp-time they staff member will receive. Time will be counted in 15 minute Increments with a minimum of 30 minutes earned per occurrence.
 - o Anywhere between 15 to 35 min = 30 min of comp-time
 - o Anywhere between 36 to 50 minutes = 45 min of comp-time
 - o Anywhere between 51 to 60 minutes = 60 min of comp-time
 2. Comp-time is paid at a rate of \$25.00 per hour.
 3. Exceptions may be granted by the superintendent

ARTICLE 11: MERIT PAY

In order to comply with Section 164h(1)(d) of PA 108 of 2017, the Board shall adopt policies to comply with this provision and communicate the details of those policies no later than October 1 of each year. Such policies shall not, in any way, alter the provisions contained in the collective bargaining Agreement.

Consistent with the Revised School Code, Section 125, all bargaining unit members that are rated “highly effective” shall receive \$250.00, and those rated “effective” shall receive \$150.00.

ARTICLE 12 EDUCATIONAL GROWTH

The Board agrees that incentive should be provided for those employees taking course work beyond that required to maintain certification.

- A. For each block of ten (10) semester hours of credit earned beyond the requirements necessary to obtain permanent, continuing, or professional certification, the teacher's salary will be increased \$200 for that and succeeding years. This incentive will not be paid to teachers on the BA+35/MA or MA+30 salary column except as noted in part B of this Article.
- B. Upon proof of completion of a unit of ten (10) semester hours of credit earned beyond the BA+35/Master's degree, or beyond the MA+30, the teacher's salary will be increased \$200 for that and succeeding years. In order to move to lane 3 you must have a Master's degree prior to taking additional classes. To receive this stipend for the current school year, the necessary course work must be completed by the end of the university's fall semester, and evidence of completion must be submitted to the Superintendent within four (4) weeks of the employee's receipt of the grade for the course. To receive this stipend, qualifying course work must be completed after BA+35/Master's degree, or MA+30 has been earned/obtained.
- C. When the Board encourages a teacher to take extra course work to qualify for a particular position within the District, it will pay the cost of the tuition for those courses.

ARTICLE 13 EXPERIENCE CREDIT

At the Discretion of the Board, credit may be given to teachers who enter the District for prior teaching experience and step placement on the Salary Schedule.

ARTICLE 14 EVALUATION OF COACHES/POSTING OF VACANT COACHING POSITIONS

A. Evaluation of Coaches

1. The Board or its designee will determine by whom, how, and how often a coach should be evaluated.
2. If there is a discernible performance deficiency, the coach should be notified no later than halfway through the season (provided that is possible; if a problem arises after the halfway point, the coach will be notified of the problem as soon as practicable).
3. A face-to-face meeting will be held between the coach, athletic director, and/or building principal to discuss the performance deficiency and to outline suggestions as to how the coach might best deal with the deficiency.
4. Ongoing communication, as necessary, shall continue between the administration and the affected coach if the problem exists.
5. If the situation is not satisfactorily resolved, and it becomes the administration's recommendation not to rehire a coach, a written recommendation will be sent to the Board for consideration. A copy of this recommendation will also be given to the coach.
6. The Board, in discussing any such recommendation, shall treat it as a personnel matter and discuss it in closed session if requested to do so by the affected coach. The Board shall decide not to rehire a coach based upon reason(s) which are not arbitrary or capricious.
7. Action items of the Board dealing with a Board decision not to rehire a coach will be released to the press by the parties without details of problems leading to the action, to the extent that the employee has requested a closed session under the Open Meetings Act. The parties recognize that the Board is obligated to make disclosure of such information if requested to do so under the Freedom of Information Act.

B. Vacant Coaching Positions

Vacant positions shall be posted for five (5) school days internally to MSEA staff members. After five (5) days, unfilled positions shall be posted externally until filled.

C. Current Coaching Positions

1. Coaching positions held by MSEA staff shall not be posted on a yearly basis. Coaches shall retain positions unless resignation occurs or administrative evaluation of coach is ineffective.

2. Coaching positions held by non-MSEA staff shall not be posted on a yearly basis unless:
 - (a) A MSEA employee expresses interest in position held by a first year non-MSEA coach
 - i. A written letter of interest will be submitted to MSEA union representatives or MSCS administration prior to Memorial Day.

Coach tenders a resignation or administrative removal from position.

ARTICLE 15 FINANCIAL INFORMATION

- A. Copies of the agenda will be available on the district website on Friday before the Board meeting and a supplemental agenda will be available on the district website on the morning of the Board meeting. The agenda for special meetings will be available online in accordance to OMA regulations.

ARTICLE 16 FRINGE BENEFITS

- A. Greater detail of the insurance plan will be added upon transition to the new plan in late fall 2023.
- B. For those selecting health insurance, the district shall provide health insurance for a full 12-month period to each full time bargaining unit member and his/her entire family. For those selecting health insurance, the Board will pay 80% for health care PAK A and/or PAK B. Members selecting health care will pay 20% PAK A and/or PAK B.

Health Insurance:

Blue Cross Blue Shield (H.S.A)
 \$1,600/0%: \$1,600/3,200 HSA Deductible | 0% Coinsurance
 \$10/40/80 RXCM, 2x 90Day | \$4,000/8,000 OOPM
 Employer Contributes \$1,600 Single and \$3,200 Double or Family enrollee HSA.
 Contribution Timeline: 50% Deposited January, 50% Deposited July

Negotiated Life: \$40,000 with AD & D

Vision: VSP-3 PLUS Plan (80% paid by the district)

Delta Dental: 100/80/80: Usual & Customary with Adult Ortho
 \$2,000.00 60 UCR Lifetime Maximum

- C. Insurance benefits for part time teachers will be prorated in the same ratio as their fractional contracted salary amount.
- D. There will be an internal and external coordination of benefits.
- E. If a teacher dies during the school year, the Board shall continue payments of all applicable health insurance premiums through the following August 31st to assure full, uninterrupted coverage for the survivors of the policy holder. If the teacher dies after the completion of the school year, the Board shall continue payment through August 31st of that year.
- F. Members acknowledge that if they leave the district prior to completion of a full year they will be responsible for repaying a prorated portion of the HAS deposited on their behalf. Payment will be made either as a final payroll deduction, or check made to Morley Stanwood Community Schools if their final earnings do not completely cover the amount owed. See attached form for signature.

ARTICLE 17 GRIEVANCE PROCEDURE

- A. Definitions
 - 1. A "grievance" is a claim by the Association or any teacher that there has been a violation, misinterpretation or misapplication of the terms of this Agreement; Layoff/Recall, Evaluation, Assignment/Placement, Discipline/Discharge and Merit Pay are prohibited subjects of bargaining and are not subject to grievance
 - 2. The "aggrieved person" is the teacher(s) initiating the grievance.
 - 3. The term "teacher" includes any individual or group who is a member of the bargaining unit covered by this Contract; and
 - 4. The term "days" shall mean "school" days, except during June-August when "days" shall mean Monday through Friday.
- B. All grievances presented or appealed under this Contract:
 - 1. Shall be signed by the Association/grievant(s) and dated.
 - 2. Shall contain the date when the alleged violation occurred.
 - 3. Shall contain a complete statement of the facts giving rise to the grievance and cite the section(s) of this Agreement alleged to have been violated.
 - 4. Shall specify the relief or remedy requested.

C. Grievances will be processed according to the following procedure:

Step 1. The grievance will be submitted in writing within twenty (20) days of its occurrence by the aggrieved person to his/her building administrator and to the Association. If the grievance is resolved to the satisfaction of both parties within a period of ten (10) days, the grievance will be withdrawn.

Step 2. If, at the end of the above ten (10) day period, the grievance is not settled, it will be evaluated by a committee consisting of the Superintendent of Schools, the administrative personnel involved, a Board member (if so desired by the Board), and an Association member representative. If this committee cannot resolve the grievance in ten (10) days, the committee will meet with the full Board to resolve the grievance.

Step 3. The Board of Education shall place the matter on its agenda for the next regularly scheduled Board meeting, provided the grievance is received no later than ten (10) working days prior to the scheduled meeting date, and shall notify the grievant and the Association of the scheduled date. The Board will respond in writing within ten (10) working days following the scheduled Board meeting where the grievance was heard.

Step 4. Only the Association shall have the right to process or appeal a grievance to arbitration.

(a) If, after ten (10) additional consecutive days, the grievance cannot be resolved, the Association in writing may appeal to an impartial arbitrator whose decision shall be binding.

(b) The expense of said arbitrator shall be shared equally by the Association and the Board.

(c) The impartial arbitrator shall be mutually agreeable to the Board and the Association.

(d) If no agreement can be reached within ten (10) consecutive days, the American Arbitration Association will be asked to appoint an arbitrator in accordance with its rules.

D. Failure to pursue a grievance within the time limits indicated shall be deemed acceptance of the previous decision.

ARTICLE 18 ASSOCIATION LEAVE DAYS

Association leave days will be provided to allow members of the MSEA to attend Association business as follows:

Non-bargaining years	Seven (7) days
Bargaining years	Ten (10) days

The cost of the substitute(s), based on the EduStaff current daily rate, will be borne by the MSEA, and those sums on a current basis paid to the Office of Retirement Services for Association leave days. The use of these days requires MSEA President's approval.

ARTICLE 19 BEREAVEMENT LEAVE

- A. Up to three (3) days, not chargeable to sick leave, may be used for relatives or persons residing in the home of the employee. If additional days are needed, sick or personal leave may be used upon notification of the Superintendent. It is the intent of this Article that members of the household will include, but not be limited to: spouse (partner), parent (in-laws), grandparent, child (step, adopted, biological).
- B. Up to one (1) day per occurrence will be available to employees for bereavement for those not included in Section A, which shall be charged to the employee's sick or personal leave. The employee may determine which form of leave shall be used.

ARTICLE 20 PERSONAL LEAVE

- A. Each employee will be allowed two (2) days of leave for personal business each year, not deductible from sick leave. Personal leave shall accumulate to a maximum of three (3) days. Forms requesting such leave shall be sent to the Superintendent directly by the employee via the building principal at least one (1) day in advance except in cases of emergency. Only seven (7) employees will be allowed comp or personal business days on any given date. Neither personal days nor comp time may be used the day prior to or immediately following spring break, or (Christmas break for the 2023-2024 school year). Exceptions may be made by the Superintendent.
- B. In the event an employee has accumulated three (3) days of personal leave, excess days will be credited to sick leave.

- C. Up to one (1) day of personal leave may be used in any school year, for emergency leave for situations beyond the employee's control. These instances deal with the employee's inability to report for work in situations such as an unanticipated commercial carrier travel delays, serious car problems while away from the area, or similar circumstances which prevent their returning to their home area. It is understood that to qualify, they must notify the building principal so that a substitute teacher may be obtained, with direction to the substitute to carry out the teaching assignment.

ARTICLE 21 SICK LEAVE

- A. Each employee shall be given ten (10) days of sick leave per year, cumulative to one hundred forty (140) days, with full pay, on account of:
 - 1. Personal illness;
 - 2. Illness in family;
 - 3. Absence necessitated by exposure to a communicable disease; and
 - 4. Disability of the employee.
- B. It is expected that the employee will take steps to notify his/her building principal or the Superintendent directly in such events. The administration may request a doctor's statement after three (3) consecutive absences.
- C. A teacher may use up to ten (10) days Maternity, Paternity, or Adoption per occurrence not chargeable to sick, personal or comp time.
- D. An employee with fifteen (15) years or more of service with the Board, and who retires from teaching as a current employee of this Board, will receive thirty-five dollars (\$35) per day of unused sick leave, up to 140 days, at the time of retirement.
- E. In the event of the death of a current employee with fifteen (15) years or more of service at Morley Stanwood Community Schools, the designated beneficiary will be paid the sick leave benefit. The designated beneficiary for this benefit must be recorded in the employee's personnel file, on forms provided by the District. It is the employee's responsibility to assure that this is done and is currently correct.
- F. Employees hired after September 1, 2015, will not get paid for unused sick days upon retirement.

ARTICLE 22 LEAVES OF ABSENCE

- A. Sabbatical Leave--In accordance with the provisions of Section 1235 of the Revised School Code, employees who have been employed seven (7) or more consecutive years with the Board may be granted a sabbatical leave, without pay or fringe benefits, for a minimum of one (1) semester and a maximum of one (1)

school year. Upon return to his/her duties, an employee shall be restored to his/her former position or a position of like nature, seniority and status and the sabbatical leave shall be treated as teaching service for the purpose of applying the salary schedule set forth in this agreement.

- B. General Leave--Employees who have been employed for five (5) or more consecutive years with the Board, and each five (5) years thereafter, may be granted a general leave of absence, without pay or fringe benefits, for up to one (1) school year. Seniority shall not accrue during this leave.
- C. Family Medical Leave--In accordance with the Family and Medical Leave Act of 1993 (FMLA), bargaining unit members may be eligible for leave and other rights under the law. Upon request and provided the employee meets FMLA eligibility requirement, the employer will grant up to twelve (12) weeks of unpaid leave for the following reasons:
 - 1. Birth of a child;
 - 2. Placement of a child with an employee for adoption or foster care;
 - 3. A serious health condition that makes the employee unable to perform the essential functions of his/her job; or
 - 4. A serious health condition affecting the employee's spouse, child, or parent for which it is necessary that the employee provide care.
 - 5. Other reasons provided by the act.

Eligible employees are entitled to take up to 12 work weeks of unpaid leave under FMLA during the school year. A "rolling year backward" applies in the determining application of FMLA.

During leave under FMLA, all eligible employees are required to use paid leave concurrently with FMLA. After using ten (10) consecutive days of sick leave, eligible employees will be required to continue their leave under FMLA. The employee may have the right to take leave under FMLA on a reduced or intermittent schedule.

Health insurance benefits will continue during leave under FMLA under the same conditions and at the same level as if the employee were still at work. Should the employee run out of sick time, employee's portion of insurance must be paid by the employee. Employees who do not return to employment after FMLA will be invoiced for their portion of insurance not paid. The employee shall continue to contribute to health insurance at the established contract rate.

Spouses employed by the District are each entitled to leave under FMLA.

Whenever practicable, the employee will provide the Board with at least two (2) weeks written notice of the request for leave. It will include the reason for the request, the expected beginning date, and whether the employee intends to use paid leave for any part of the leave. The Board may request medical verification from the employee's health care provider.

- D. Child Care Leave--In addition to the time provided under FMLA for the birth of a child, the adoption of a child, or caring for a seriously ill child, six (6) weeks of child care leave will be granted upon request. Leave under FMLA must be used before child care leave. After twelve (12) weeks of leave under FMLA, six (6) weeks of child care leave may be used. Child care leave is unpaid and fringe benefits are not provided. Requests for child care leave shall be made at least one week in advance and shall terminate at the ends of marking periods whenever possible.
- E. Coaching Leave--A coach may be granted a one (1) year leave of absence from coaching with Board approval. After the year's leave of absence, the coach will be able to return to his/her former coaching position. Salary steps will not be accrued during this leave.

ARTICLE 23 LENGTH OF SCHOOL DAY

- A. Workday

Elementary	8:05 a.m. – 3:10 p.m.
Middle School	8:10 a.m. – 3:15 p.m.
High School	8:10 a.m. – 3:15 p.m.
<u>Career Center Schedule</u>	
AM	8:30 a.m. – 10:45 a.m.
PM	12:40 p.m. – 2:55 p.m.
- B. Teacher workday begins ten (10) minutes before scheduled class time and ends ten (10) minutes after the scheduled class time.
- C. Parent-teacher conferences will be held as shown in Appendix D.
- D. The Association and its members recognize that as professionals, the proper discharge of teachers' responsibilities to their students and the District will require them to devote time outside normal school hours to attend staff meetings and meet with parents, and agree that these professional responsibilities will be met.
- E. Teachers will be in the hallway adjacent to their classroom ten (10) minutes prior to the start of the student school day.
- F. Extended day tutoring before school, after school, or during lunch period will be compensated at the rate of \$25 per hour. It is understood that extended day learning is one aspect of at-risk and Title I programming, and it is intended to be an ongoing activity with students. It is not intended to replace the customary

responsibility of teachers to assist students with coursework outside the time that a class or classes meet. Prior approval of the building principal is required to receive compensation for extended day tutoring.

ARTICLE 24 PAYROLL INFORMATION

- A. Employees may elect to receive their pay in twenty-one or twenty-six paychecks. In years with twenty-two (22) or twenty-seven (27) pays, the Superintendent or designee will notify the Association President of this anomaly. For the duration of this Agreement, payday will be every other Friday, beginning September 1, 2023 for the 2023-2024 school year payroll deductions will be allowed as follows:

1. Imagination Library
2. Food Service Lunch Deductions
3. Mecosta County United Way Fund
4. Mohawks Matter
5. Mohawk Club
6. MESSA Options
7. MIP (Retirement)
8. TDP (Service Credit Purchase)

There will be direct deposit in any financial institution designated, in writing, by the bargaining unit member.

- B. Financial institutions available to employees for payroll deduction.
1. A maximum number of financial institutions (businesses) listed in this Agreement for employees will be capped at ten (10).
 2. If a financial institution (business) listed in this Agreement has no participating employees, the business will be immediately removed from this Agreement and notice will be given to the Association.
 3. Any business that is interested in becoming a part of this Agreement will:
 - (a) Contact the District's central office.
 - (b) The business representative(s) will then be referred to the building principal to discuss the possible interest in and the scheduling of a meeting with the staff.
 - (c) If the business has a minimum of five (5) employees committed to investing with them, then they will contact the MSEA President.

- (d) The MSEA President will take the information to the MSEA Executive Board for approval.
- (e) The MSEA representative will meet with the current Superintendent. They will then draft a letter of agreement that will be taken to the next regularly scheduled Board meeting for final approval.
- (f) If approved, employees will be able to immediately invest with the business through payroll deductions. The name of the business will be added to this Agreement during the next MSEA contract negotiation.
- (g) The following financial institutions are available for staff to invest through payroll deduction:

AXA Equitable, Ameriprise Financial Services, Edward Jones, Farm Bureau, GLP and Associates, Lincoln National, Mass Mutual, MEA Financial Services/Paradigm and Legend Financial.

ARTICLE 25 SENIORITY

- A. "Seniority" shall be computed from the last day of hire and shall be defined to mean the amount of time continuously employed by the Board. An employee shall remain on the seniority list for two (2) years. Time spent on layoff shall not be construed as a break in continuous service, and seniority shall continue to accrue. Names shall be added to the seniority list according to the date and time the employee signed their contract (known as the contract date). The most recent contract date shall appear above all later dates. Employees who share a contract date shall have their names added to the seniority list according to the time their contracts were signed, with the earliest time having seniority over all later times. It is noted that future employee leaves may affect the overall seniority placement of a name and these leaves shall be indicated in parentheses under the employee's name.
- B. The District shall prepare and present to the Association a current seniority list each year. Accompanying the name of each employee on the list shall be the date of last hire and each employee's certification and qualification areas. Any objections to the accuracy of the list must be presented within thirty (30) days of delivery of the list to the Association.
- C. An employee, having been notified of being laid off and subsequently recalled at the beginning of the current school year, will receive a salary adjustment providing he/she was paid unemployment compensation during their regular summer months. This adjustment will be equal to the amount of unemployment

compensation received, which will be deducted from the salary he/she would have earned for the school year had there been no layoff.

ARTICLE 26 JURY DUTY

- A. An employee who is called for jury duty shall be compensated for the difference between his/her normal salary and the money received for the performance of such duty. Reasonable proof of salary earned for jury duty is required. Such time as spent in jury duty will not be charged against personal business or sick leave. Any mileage fees paid by the court to the employee may be retained by the employee without the amount being deducted from his/her pay.
- B. Leave days with pay will not be granted for court appearances where the employee is a plaintiff in a lawsuit against the District and/or Board, or if the employee is connected with an unfair labor practice proceeding against the District and/or Board.

ARTICLE 27 MISCELLANEOUS

- A. Medically Fragile Children: No bargaining unit member, except an employee hired for that purpose, shall be required to provide custodial care or health services or any act or function constituting the practice of medicine, except in an emergency situation. Appropriate training with regard to health-related services required by medically fragile children will be provided to teachers responsible for educational services to such children, but only to the extent that this training is necessary to protect the wellbeing of the child and only to the extent permitted by law.
- B. Hours of Instruction: The Board and the Association agree to work together to construct a school day that will meet the mandatory hours of instruction required by the State of Michigan.
- C. Inclusive Education Planning Time: A planning time schedule for Inclusive Education (Co-teaching) will be made by the building principals with the assistance of the employees involved in the planning. The building principal will make every effort to schedule these planning times on a regular basis each month. If this time is cancelled for any reason the building principal will reschedule as soon as possible.
- D. The Board plans and creates Professional Development for the improvement/enhancement of both teaching and learning. There is an expectation of professionalism in regards to both attendance and participation on behalf of the staff. When the Board chooses to count professional development days as student contact time MDE requires a certain percentage of staff in attendance in order for

that day to qualify as State approved “student contact time”. For the (23-24) school year that number is a minimum of 75%. Contingent upon counting PD as student contact time is a limited number of State waived weather related cancelations. Any days beyond six (6) must be made up at the end of the school year. Per Pupil Accounting allowances from MDE.

ARTICLE 28 MENTORING

- A. Probationary teachers in their first three (3) years in the classroom shall be assigned a mentor teacher by the building principal.
- B. Participation as a mentor teacher shall be voluntary.
 - 1. Efforts will be made to match mentor teachers and probationary teachers who work in the same building and the same area of certification, but shall not be required.
- C. Where possible, the mentor teacher and probationary teacher shall be assigned the same preparation time. To be considered as a mentor teacher, the tenured teacher must have “effective” or “highly effective” performance evaluations for the past five (5) years.
- D. Roles and Responsibilities of Mentor
 - 1. Provide the mentee teacher with professional support, instruction, and guidance.
 - 2. Demonstrate effective instruction to the mentee teacher.
 - 3. Meet regularly with the mentee teacher to assist in the following areas: curriculum and instructional strategies, organizational skills, classroom management, and assessing student progress.
 - 4. Participate in orientation and training for mentors.
 - 5. Offer suggestions for the probationary teacher's individualized development plan if requested to do so by the building principal.
- E. Teacher mentors shall be paid 1% of the BA Step 1 salary step for each mentee. No mentor will be assigned more than one mentee without approval of the Superintendent.

ARTICLE 29 EMERGENCY FINANCIAL MANAGER

An emergency manager appointed under the Local Financial Stability and Choice Act, MCL 141.1501 *et seq.*, may reject, modify, or terminated this Agreement as provided in the Act.

Morley Stanwood Community Schools | 2024-2025 CALENDAR

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ARTICLE 30 DURATION

This Agreement shall become effective upon ratification by the Board and the Association and shall expire on June 30, 2026.

In Witness Whereof, the parties have executed this Agreement by their duly authorized representatives the day and year first written above.

Dated this _____ day of _____, 2023.

Morley-Stanwood Community Schools

Morley-Stanwood Education Association

By:_____

By:_____

Its:_____

Its:_____

By:_____

Its:_____

AND

AND

By:_____

By:_____

Its:_____

Its:_____

Appendix “A” – SALARY SCHEDULE

Classes counted toward next rail movement must be accomplished after prior rail is completed. * Additional hours must be completed after MA is achieved.

2023-2024 added to index 5%

2024-2025 added to index 4% plus 1% off schedule ORS applicable

2025-2026 added to index 3%

Additional: contingent upon 1000 students at fall count and \$325 per student increase in the foundation from the State = 1% off schedule ORS applicable and 1% off schedule stipend

Classes counted toward next rail movement must be accomplished after prior rail is completed. * Additional hours must be completed after MA is achieved.

2023-2024 added to index 5%

FY 2023-2024			
Steps	BA	BA+35/MA	MA+30
1	\$ 42,157	\$ 45,952	\$ 48,481
2	\$ 44,475	\$ 48,479	\$ 51,147
3	\$ 46,795	\$ 51,007	\$ 53,815
4	\$ 49,114	\$ 53,532	\$ 56,481
5	\$ 51,432	\$ 56,059	\$ 59,147
6	\$ 53,751	\$ 58,590	\$ 61,813
7	\$ 56,067	\$ 61,115	\$ 64,480
8	\$ 58,389	\$ 63,645	\$ 67,147
9	\$ 60,708	\$ 66,172	\$ 69,812
10	\$ 63,024	\$ 68,697	\$ 72,478
11	\$ 65,345	\$ 71,227	\$ 75,145
12	\$ 67,664	\$ 73,754	\$ 77,814
15	\$ 69,981	\$ 76,281	\$ 80,480
20	\$ 72,300	\$ 78,807	\$ 83,146
25	\$ 73,459	\$ 80,070	\$ 84,477

2024-2025 added to index 4% plus 1% off schedule ORS applicable

FY 2024-2025			
Steps	BA	BA+35/MA	MA+30
1	\$ 43,843	\$ 47,790	\$ 50,420
2	\$ 46,254	\$ 50,418	\$ 53,192
3	\$ 48,666	\$ 53,047	\$ 55,967
4	\$ 51,079	\$ 55,674	\$ 58,741
5	\$ 53,489	\$ 58,302	\$ 61,513
6	\$ 55,901	\$ 60,933	\$ 64,285
7	\$ 58,310	\$ 63,560	\$ 67,059
8	\$ 60,725	\$ 66,191	\$ 69,832
9	\$ 63,137	\$ 68,819	\$ 72,605
10	\$ 65,545	\$ 71,445	\$ 75,377
11	\$ 67,958	\$ 74,076	\$ 78,151
12	\$ 70,371	\$ 76,704	\$ 80,927
15	\$ 72,780	\$ 79,332	\$ 83,699
20	\$ 75,192	\$ 81,960	\$ 86,471
25	\$ 76,397	\$ 83,273	\$ 87,856

2025-2026 added to index 3%

FY 2025-2026			
Steps	BA	BA+35/MA	MA+30
1	\$ 43,843	\$ 47,790	\$ 50,420
2	\$ 46,254	\$ 50,418	\$ 53,192
3	\$ 48,666	\$ 53,047	\$ 55,967
4	\$ 51,079	\$ 55,674	\$ 58,741
5	\$ 53,489	\$ 58,302	\$ 61,513
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25	\$ 76,397	\$ 83,273	\$ 87,856

Additional: contingent upon 1000 students at fall count and \$325 per student increase in the foundation from the State = 1% off schedule ORS applicable and 1% off schedule stipend

Appendix “B” – EXTRACURRICULAR ACTIVITIES

Elementary Yearbook	600
Elementary Robotics	600
High School Robotics	600
Senior Class Sponsor	1200
Junior Class Sponsor	1200
Sophomore Class Sponsor	500
Freshman Class Sponsor	500
All School Play, HS/MS @ 2 per year allowed	600 per play
Band:	3400
National Honor Society	600
Student Council, High School	1200
Student Council, Middle School	600
Recycle Club	300
Quiz Bowl	600
ELA Team	300
Art/Talent Review	300
MCYAC	500

If two or more individuals share supervision of the activity, the stipend will be divided equally among the individuals (unless mutually agreed to do otherwise). If an Appendix B position has been started and the activity is cancelled for any reason, then the District can make decisions on paying stipends on a case-by-case basis.

Appendix “C” – COACHING SALARIES

FOOTBALL

Varsity	10.5%
Assistants (3)	7.0%

BASKETBALL

Varsity	10.5%
J.V.	7.0%
9th Grade	5.0%
8 th Grade	4.0%
7 th Grade	4.0%

CHEERLEADING

Varsity Fall	6.0%
Varsity Winter	6.0%
J.V. Fall	4.0%
J.V. Winter	4.0%
Middle School	4.0%

CROSS COUNTRY

HS	7.0%
MS	4.0%

Wrestling

HS	10.0%
MS	4.0%

GAME MANAGER

High School	10.5% of the BA Step 8
Middle School	3.0% of BA Step 8

BASEBALL AND SOFTBALL

Varsity	10.0%
J.V.	6.5%

VOLLEYBALL

Varsity	10.5%
J.V.	6.5%
8 th Grade	4.0%
7 th Grade	4.0%

TRACK

Varsity Boys	10%
Varsity Girls	10%
Varsity Assistants (2)	4.0%
Middle School Boys	5.0%
Middle School Girls	5.0%

GOLF

Varsity Girls	6.5%
Varsity Boys	6.5%

To determine the pay for coaching assignments, the percentage shown at the right of the sport schedule shall be applied to the salary B.A. step which is equal to the number of years or experience that the person has had in that sport. Ten (10) step maximum.

For Appendix C coaching positions, coaches will receive 25% of their compensation if the season is cancelled prior to the beginning of the season due to a pandemic or other health emergency, provided the coach present information of significant planning or startup duties.

As need determined by the Head Coach, and approved by the Athletic Director, the following varsity sports may have one paid assistant coach: Basketball, Baseball, Volleyball, Softball. The assistant shall be paid one (1%)

Game Manager position may be shared among two (2) or three (3) individuals. Should that be the case each person must have their own individual contract.

Appendix “D” – SCHOOL CALENDAR

Note: Calendar based on the Mecosta-Osceola Intermediate Common School District Calendar.

Appendix “E” – WAIVER OF COVERAGE

Morley Stanwood Community Schools

Having met the eligibility requirements, you are being offered the opportunity to enroll in health coverage offered by the Board. You have the right to decline, or waive coverage. If you do waive coverage for yourself, you may not cover dependents under the Board’s health plan.

Note that if you waive coverage considered affordable and minimum essential under the Patient Protection and Affordable Care Act (PPACA), you will not qualify for government credits and subsidies to purchase individual health insurance on the Marketplace.

The decision to waive coverage has consequences for you. For example:

- If you waive this coverage and do not obtain coverage on your own, you will be subject to a penalty under the individual responsibility requirement of the PPACA.
- If you waive coverage, you cannot enroll in MSEA health plan until the next open enrollment, unless you experience a qualified change in status. Examples include if you are covered under another plan, but that coverage is lost, or if you gain a new dependent through birth, adoption, or marriage. However, you must request to enroll in your plan within 30 days of the qualified change in status. If you miss the 30-day enrollment deadline, you must wait until open enrollment.
- I acknowledge that the Board has offered me affordable minimum essential coverage, as defined under the PPACA, for the period from _____ to _____. I have read the above and I understand the consequences of my waiver of coverage.

● _____ Name of Employee

● _____ Signature of Employee Date _____

● As a representative of the Employer, I received this Waiver of Coverage from the above employee on _____ (Date).

● _____ Signature of the Employer Representative

Appendix “F” – Elementary Spring Conference Compensation Form

Morley Stanwood Community Schools Spring Conference Compensation Form

Please read carefully, check the appropriate places, sign and return to Central Office

_____ I have worked spring conference and am requesting to be compensated as per the contract.

_____ I would like to receive one-day comp time for working the conference

OR:

_____ I would like to receive reimbursement of \$150 for educational expenses. I understand that I must submit all receipts for any purchases made to Central Office by the last day of school.

Print Employee Name

Date

Employee Signature

Appendix “G” – Deductible Request Form

I _____ I’m asking the district to fund the other 50% of my deductible early as the first 50% has been used.

Employee Signature _____

Date: _____

